

A. G. Contract No. KR98 2517TRN
ADOT ECS File: JPA 98-199
Project: INDRES-NIR-0(001)/H5167 02X
Section: Reservation Roadway Maintenance

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
COCONINO COUNTY, ARIZONA

THIS AGREEMENT is entered into 22 February 1998, pursuant to Arizona Revised Statutes Section 11-952 through 11-954 as amended, between the STATE OF, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and COCONINO COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The Federal Government has made funds available to the State for the use of the County to conduct roadway maintenance for roadways that are within, adjacent to, or provides access to Indian reservations. The parties hereto desire to define their respective responsibilities relating to the transfer of \$104,990.00 thru the State to the County and the expenditure thereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 23003
Filed with the Secretary of State
Date Filed: 02/22/99

Betty Gayles
Secretary of State

By Vicky D. Haeneveld

II. SCOPE

1. The State will:

Provide the County federal funds in the amount of \$104,990.00 for maintenance to be performed on Indian reservation roadways, as defined in Exhibit A, which is attached hereto and made a part hereof.

2. The County will:

a. Apply funding to project work activities in strict accordance with applicable Federal and State laws, rules and regulations.

b. Conduct related work activities generally in accordance with Exhibit A.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement, nor for any resulting maintenance. The County, in regard to the County's relationship with the State, assumes full responsibility for all resulting maintenance activities. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees. The only interest of the Arizona Department of Transportation in this agreement is to convey federal pass through funds for the use and benefit of the County by reason of State and Federal law under which funds for the activities are authorized to be expended.

2. This agreement is contingent upon the availability of federal funds to support the program, and shall remain in force and effect until completion of said payment; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Coconino County
County Manager
219 E. Cherry
Flagstaff, AZ 86001


8. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COCONINO COUNTY, ARIZONA

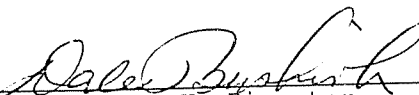
STATE OF ARIZONA
Department of Transportation

By


THOMAS E. CHABIN
Board of Supervisors

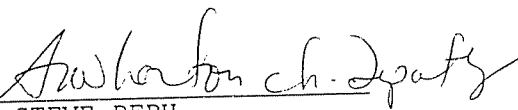
1/19/99

By


DALE BUSKIRK, Director
Transportation Planning

ATTEST

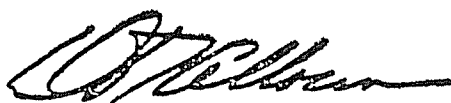
By


STEVE PERU
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 4th day of November 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Coconino County for the purpose of defining responsibilities for the pass through of federal funds for Indian reservation roads in the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

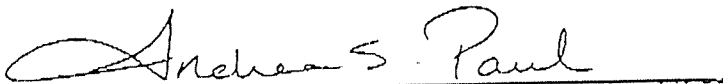
COCONINO COUNTY
STATE OF ARIZONA

I, Andrea S. Paul, Deputy Clerk of the Coconino County Board of Supervisors do hereby certify that the following is a true and correct excerpt of the Regular Meeting minutes from the Tuesday, January 19, 1999 Board of Supervisors meeting:

CONSENT AGENDA:

22. Intergovernmental Agreement between Coconino County and the Arizona Department of Transportation in regards to receiving federal funds for maintenance for roadways that are within, adjacent to or provides access to Indian Reservations. **Public Works**

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal of the Board of Supervisors this 9th day of February, 1999.

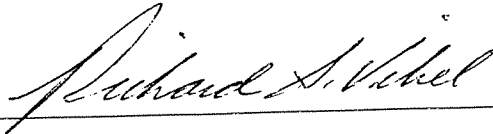


Andrea S. Paul
Deputy Clerk of the Board
Coconino County Board of Supervisors

APPROVAL OF THE COCONINO COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and COCONINO COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 7th day of JANUARY, 199~~8~~⁹.

A handwritten signature in cursive script, reading "Richard A. Vihel", written over a horizontal line.

County Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-2517-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED June 14, 2002.

Janet Napolitano
Attorney General

James R. Redpath
Assistant Attorney General
Transportation Section

JRR:djd:744377

Enc.